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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

12 CONSTELLATION BRANDS U.S.
OPERATIONS, INC.,

13 Plaintiff,

14 vs.

15 THE VINEYARD HOUSE, LLC,

16 Defendant.

Case No. 4:20-cv-00238-YGR

**DEFENDANT THE VINEYARD HOUSE,
LLC'S ANSWER TO COMPLAINT**

Hon. Yvonne Gonzalez Rogers

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19 Defendant The Vineyard House, LLC ("TVH") files this Answer to the Complaint of
20 Plaintiff Constellation Brands U.S. Operations, Inc. ("Constellation") as follows:

21 1. Paragraph 1 contains only argument to which no response is required. To the
22 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
23 allegations.

24 2. Paragraph 2 contains only argument to which no response is required. To the
25 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
26 allegations.

27 3. Paragraph 3 contains only argument to which no response is required. To the
28

1 extent that the paragraph purports to set out Constellation's allegations, TVH admits that Robert
 2 Mondavi Winery registered the marks alleged, but TVH denies the remaining allegations.

3 4. Paragraph 4 contains only argument to which no response is required. To the
 4 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
 5 allegations.

6 5. Paragraph 5 contains only argument to which no response is required. To the
 7 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
 8 allegations.

9 6. With respect to Paragraph 6 of the Complaint, TVH presently lacks sufficient
 10 knowledge or information to admit or deny the allegations contained in the paragraph, and
 11 therefore denies the allegations on that basis.

12 7. With respect to Paragraph 7 of the Complaint, TVH admits the allegations.

13 8. With respect to Paragraph 8 of the Complaint, TVH admits that this Court has
 14 subject matter jurisdiction.

15 9. With respect to Paragraph 9 of the Complaint, TVH admits that this Court has
 16 subject matter jurisdiction.

17 10. With respect to Paragraph 10 of the Complaint, TVH admits that venue is proper.
 18 TVH denies the remaining allegations of paragraph 10.

19 11. Paragraph 11 contains only argument to which no response is required. To the
 20 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
 21 allegations.

22 12. Paragraph 12 contains only argument to which no response is required. To the
 23 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
 24 allegations.

25 13. With respect to Paragraph 13 of the Complaint, TVH presently lacks sufficient
 26 knowledge or information to admit or deny the allegations contained in the paragraph, and
 27 therefore denies the allegations on that basis.

28 14. With respect to Paragraph 14 of the Complaint, TVH presently lacks sufficient

1 knowledge or information to admit or deny the allegations contained in the paragraph, and
2 therefore denies the allegations on that basis.

3 15. Paragraph 15 contains only argument to which no response is required. To the
4 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
5 allegations.

6 16. With respect to Paragraph 16 of the Complaint, TVH presently lacks sufficient
7 knowledge or information to admit or deny the allegations contained in the paragraph, and
8 therefore denies the allegations on that basis.

9 17. Paragraph 17 contains only argument to which no response is required. To the
10 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
11 allegations.

12 18. Paragraph 18 contains only argument to which no response is required. To the
13 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
14 allegations.

15 19. Paragraph 19 contains only argument to which no response is required. To the
16 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
17 allegations.

18 20. With respect to Paragraph 20 of the Complaint, TVH presently lacks sufficient
19 knowledge or information to admit or deny the allegations contained in the paragraph, and
20 therefore denies the allegations on that basis.

21 21. With respect to Paragraph 21 of the Complaint, TVH admits that Robert Mondavi
22 Winery registered the marks alleged, but denies the remaining allegations of the paragraph.

23 22. With respect to Paragraph 22 of the Complaint, TVH presently lacks sufficient
24 knowledge or information to admit or deny the allegations contained in the paragraph, and
25 therefore denies the allegations on that basis.

26 23. With respect to Paragraph 23 of the Complaint, TVH denies all the allegations.

27 24. With respect to Paragraph 24 of the Complaint, TVH denies all the allegations.

28 25. With respect to Paragraph 25 of the Complaint, TVH presently lacks sufficient

1 knowledge or information to admit or deny the allegations contained in the paragraph, and
2 therefore denies the allegations on that basis.

3 26. With respect to Paragraph 26 of the Complaint, TVH denies all the allegations.

4 27. With respect to Paragraph 27 of the Complaint, TVH denies all the allegations.

5 28. With respect to Paragraph 28 of the Complaint, TVH denies all the allegations.

6 29. With respect to Paragraph 29 of the Complaint, TVH presently lacks sufficient
7 knowledge or information to admit or deny the allegations contained in the paragraph, and
8 therefore denies the allegations on that basis.

9 30. With respect to Paragraph 30 of the Complaint, TVH admits that Jeremy Justin
10 Nickel is the President of TVH, but TVH denies the remaining allegations of paragraph 30.

11 31. With respect to Paragraph 31 of the Complaint, TVH denies all the allegations.

12 32. With respect to Paragraph 32 of the Complaint, TVH denies all the allegations.

13 33. Paragraph 33 contains only argument to which no response is required. To the
14 extent that the paragraph purports to set out Constellation's allegations, TVH admits that the
15 Arbitration Award is attached to the Complaint, but denies the remaining allegations.

16 34. With respect to Paragraph 34 of the Complaint, TVH denies all the allegations.

17 35. Paragraph 35 contains only argument to which no response is required. To the
18 extent that the paragraph purports to set out Constellation's allegations, TVH admits that the
19 Arbitration Award is attached to the Complaint, but denies the remaining allegations.

20 36. With respect to Paragraph 36 of the Complaint, TVH admits that the Award was
21 upheld by a Court of Appeal.

22 37. With respect to Paragraph 37 of the Complaint, TVH denies all the allegations.

23 38. With respect to Paragraph 37 of the Complaint, TVH admits that it filed the
24 "Related Action" and that the Related Action alleges the allegations set forth in TVH's First
25 Amended Complaint in the Related Action, but TVH denies the remaining allegations of
26 Paragraph 38.

27 39. With respect to Paragraph 39 of the Complaint, TVH denies all the allegations.

28 40. With respect to Paragraph 40 of the Complaint, TVH denies all the allegations.

1 41. Paragraph 41 contains only argument to which no response is required. To the
2 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
3 allegations.

4 42. With respect to Paragraph 42 of the Complaint, TVH denies all the allegations.

5 43. With respect to Paragraph 43 of the Complaint, TVH admits that it filed the
6 trademark applications identified, but denies the remaining allegations of Paragraph 43.

7 44. With respect to Paragraph 44 of the Complaint, TVH denies all the allegations.

8 45. With respect to Paragraph 45 of the Complaint, TVH admits that it provided the
9 discovery responses quoted, but denies the remaining allegations of Paragraph 45.

10 46. Paragraph 46 contains only argument to which no response is required. To the
11 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
12 allegations.

13 47. With respect to Paragraph 47 of the Complaint, TVH admits that it made a 2015
14 Cabernet Sauvignon from grapes harvested solely from "Block 8," which THV is informed and
15 believes is located on the portion of TVH land that was once owned by Crabb and where Crabb
16 grew wine grapes in the waning years of the 19th Century. TVH admits that it offered its 2015
17 Block 8 Cabernet Sauvignon (the "Block 8 Cab") for sale to those members of the TVH wine
18 club who took delivery of other TVH wines in December 2019. TVH denies the remaining
19 allegations of Paragraph 47.

20 48. Paragraph 48 contains only argument to which no response is required. To the
21 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
22 allegations.

23 49. Paragraph 49 contains only argument to which no response is required. To the
24 extent that the paragraph purports to set out Constellation's allegations, TVH denies those
25 allegations.

26 50. With respect to Paragraph 50 of the Complaint, TVH denies all the allegations.

27 51. With respect to Paragraph 51 of the Complaint, TVH admits that prior to offering
28 the Block 8 Cabernet Sauvignon for sale, TVH wines did not include "H.W. Crabb's To Kalon

1 Vineyard” or reference to “The To Kalon Vineyard” on their labels, but denies the remaining
 2 allegations of Paragraph 51.

3 52. With respect to Paragraph 52 of the Complaint, TVH denies all the allegations.

4 53. With respect to Paragraph 53 of the Complaint, TVH denies all the allegations.

5 54. With respect to Paragraph 54 of the Complaint, TVH denies all the allegations.

6 55. With respect to Paragraph 55 of the Complaint, TVH denies all the allegations.

7 56. With respect to Paragraph 56 of the Complaint, TVH denies all the allegations.

8 57. With respect to Paragraph 57 of the Complaint, TVH denies all the allegations.

9 58. Paragraph 58 contains only argument to which no response is required. To the
 10 extent that the paragraph purports to set out Constellation’s allegations, TVH denies those
 11 allegations.

12 59. TVH restates and incorporates its responses to paragraphs 1-58 above as set forth
 13 fully herein.

14 60. With respect to Paragraph 60 of the Complaint, TVH admits that Robert Mondavi
 15 Winery registered the marks alleged, but denies the remaining allegations of the paragraph.

16 61. With respect to Paragraph 61 of the Complaint, TVH denies all the allegations.

17 62. With respect to Paragraph 62 of the Complaint, TVH denies all the allegations.

18 63. With respect to Paragraph 63 of the Complaint, TVH denies all the allegations.

19 64. With respect to Paragraph 64 of the Complaint, TVH denies all the allegations.

20 65. With respect to Paragraph 65 of the Complaint, TVH denies all the allegations.

21 66. With respect to Paragraph 66 of the Complaint, TVH denies all the allegations.

22 67. With respect to Paragraph 67 of the Complaint, TVH denies all the allegations.

23 68. With respect to Paragraph 68 of the Complaint, TVH denies all the allegations.

24 69. With respect to Paragraph 69 of the Complaint, TVH denies all the allegations.

25 70. TVH restates and incorporates its responses to paragraphs 1-69 above as set forth
 26 fully herein.

27 71. With respect to Paragraph 71 of the Complaint, TVH denies all the allegations.

28 72. With respect to Paragraph 72 of the Complaint, TVH denies all the allegations.

- 1 73. With respect to Paragraph 73 of the Complaint, TVH denies all the allegations.
- 2 74. With respect to Paragraph 74 of the Complaint, TVH denies all the allegations.
- 3 75. TVH restates and incorporates its responses to paragraphs 1-74 above as set forth
- 4 fully herein.
- 5 76. With respect to Paragraph 76 of the Complaint, TVH denies all the allegations.
- 6 77. With respect to Paragraph 77 of the Complaint, TVH denies all the allegations.
- 7 78. With respect to Paragraph 78 of the Complaint, TVH denies all the allegations.
- 8 79. With respect to Paragraph 79 of the Complaint, TVH denies all the allegations.
- 9 80. With respect to Paragraph 80 of the Complaint, TVH denies all the allegations.
- 10 81. TVH restates and incorporates its responses to paragraphs 1-80 above as set forth
- 11 fully herein.
- 12 82. With respect to Paragraph 82 of the Complaint, TVH denies all the allegations.
- 13 83. With respect to Paragraph 83 of the Complaint, TVH denies all the allegations.
- 14 84. With respect to Paragraph 84 of the Complaint, TVH denies all the allegations.
- 15 85. With respect to Paragraph 85 of the Complaint, TVH denies all the allegations.
- 16 86. With respect to Paragraph 86 of the Complaint, TVH denies all the allegations.
- 17 87. With respect to Paragraph 87 of the Complaint, TVH denies all the allegations.
- 18 88. With respect to Paragraph 88 of the Complaint, TVH denies all the allegations.
- 19 89. With respect to Paragraph 89 of the Complaint, TVH denies all the allegations.
- 20 90. With respect to Paragraph 90 of the Complaint, TVH denies all the allegations.
- 21 91. With respect to Paragraph 91 of the Complaint, TVH denies all the allegations.
- 22 92. TVH restates and incorporates its responses to paragraphs 1-91 above as set forth
- 23 fully herein.
- 24 93. With respect to Paragraph 93 of the Complaint, TVH denies all the allegations.
- 25 94. With respect to Paragraph 94 of the Complaint, TVH denies all the allegations.
- 26 95. With respect to Paragraph 95 of the Complaint, TVH denies all the allegations.
- 27 96. With respect to Paragraph 96 of the Complaint, TVH denies all the allegations.
- 28 97. With respect to Paragraph 97 of the Complaint, TVH denies all the allegations.

1 98. With respect to Paragraph 98 of the Complaint, TVH denies all the allegations.

2 99. With respect to Paragraph 99 of the Complaint, TVH denies all the allegations.

3 100. With respect to Paragraph 100 of the Complaint, TVH denies all the allegations.

4 101. With respect to Paragraph 101 of the Complaint, TVH denies all the allegations.

5 102. With respect to Paragraph 102 of the Complaint, TVH denies all the allegations.

6 103. TVH restates and incorporates its responses to paragraphs 1-102 above as set forth
7 fully herein.

8 104. With respect to Paragraph 104 of the Complaint, TVH denies all the allegations.

9 105. With respect to Paragraph 105 of the Complaint, TVH denies all the allegations.

10 106. With respect to Paragraph 106 of the Complaint, TVH denies all the allegations.

11 TVH denies all the allegations contained in every paragraph of Constellation's "Prayer
12 For Relief."

13 DEFENSES

14 Without admitting any of the allegations against TVH in Constellation's Complaint, TVH
15 alleges the following defenses:

16 **FIRST DEFENSE**

17 Constellation's Complaint fails to state a claim of action upon which relief can be granted
18 and should be dismissed.

19 **SECOND DEFENSE**

20 Constellation's Complaint fails to state a claim based on the defenses, allegations, and
21 relief sought by TVH in TVH's Complaint filed in the related action, *The Vineyard House, LLC v.*
22 *Constellation Brands U.S. Operations, Inc.*, No. 4:19-cv-01424-YGR (N.D. Cal.).

23 **THIRD DEFENSE**

24 Constellation's Complaint and the claims alleged therein are barred, in whole or in part,
25 by the operation of the doctrine of unclean hands.

26 **FOURTH DEFENSE**

27 Constellation's Complaint and the claims alleged therein are barred, in whole or in part,
28 by the operation of the doctrine of fraudulent registration.

FIFTH DEFENSE

Constellation's Complaint and the claims alleged therein are barred, in whole or in part, by the operation of the doctrine of fair use.

SIXTH DEFENSE

Constellation's Complaint and the claims alleged therein are barred, in whole or in part, by the operation of the doctrine of permissive use.

SEVENTH DEFENSE

Constellation's Complaint and the claims alleged therein are barred, in whole or in part, by the operation of the doctrine of estoppel.

EIGHTH DEFENSE

Constellation's Complaint and the claims alleged therein are barred, in whole or in part, by the operation of the doctrine of acquiescence.

NINTH DEFENSE

Constellation's Complaint and the claims alleged therein are barred, in whole or in part, by the operation of the doctrine of abandonment.

TENTH DEFENSE

Constellation's Complaint and the claims alleged therein are barred, in whole or in part, by the operation of the doctrine of waiver.

ELEVENTH DEFENSE

Constellation's Complaint and the claims alleged therein are barred, in whole or in part, by Constellation's misrepresentations in the use of the trademarks at issue.

PRAYER

Therefore, TVH respectfully requests that the Court:

- A. Enter judgment that Constellation take nothing by its Complaint;
- B. Award TVH costs incurred in defending against this action; and
- C. Award TVH any other relief to which it is entitled.

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1 DATED: February 5, 2020

BUCHALTER
A Professional Corporation

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4 By: /s/ Jeffrey M. Judd
GLENN P. ZWANG
5 PETER BALES
6 JEFFREY M. JUDD
Attorneys for Defendant
THE VINEYARD HOUSE, LLC

CERTIFICATE OF SERVICE

The undersigned certifies that Defendant The Vineyard House, LLC's Answer to Plaintiff Constellation Brands U.S. Operations, Inc.'s Complaint was served electronically upon the following parties by the CM/ECF system on this 5th day of February, 2020.

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Counsel for Constellation Brands U.S. Operations, Inc.

DATED: February 5, 2020

BUCHALTER
A Professional Corporation

By: /s/ Karen Kosola